

automated transfer network.

(5) **DOCUMENTATION** You will get a receipt documenting the transaction at the time you make any transfer to or from your account using a Terminal. Your regular checking and savings account statements also indicate transactions made with the Card(s).

(6) **ERROR RESOLUTION** In Case of Errors Or Questions About Your Electronic Transfers, telephone us or write us at the number or address listed in this disclosure as soon as possible, if you think your statement or receipts are wrong or if you need more information about a transfer listed on the statement or your receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appeared. You should:

- (a) Tell US Your name and account number (if any)
- (b) Describe the error of the transfer in question, and explain as clearly as you can why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the error involved an error made during the first (30) days after the first deposit to the account was made) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction, a foreign initiated transfer or an error made during the first thirty (30) days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this we will credit your account within 10 business days (20 business days if the error involves an error made during the first thirty (30) days after the account was made) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

(7) **BANK'S LIABILITY** If we FAIL TO COMPLETE A TRANSFER to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages with some exceptions. We will not be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your account to make the transfer or if the transfer would exceed the credit limit on your overdraft line, if any, (2) If the money in your account is subject to legal process or other encumbrances restricting the transfer, (3) If the terminal where you are making the EFT does not have enough cash, (4) If extenuating circumstances prevent the transfer, despite reasonable precautions we have taken, (5) If the terminal or system was not working properly and you knew about the breakdown when you started the error, (6) If incomplete or inaccurate information is forwarded by the United States Treasury or through an automated clearing house, or (7) There may be other exceptions in our agreement with you.

(8) **CONFIDENTIALITY:** We will on occasion DISCLOSE INFORMATION TO THIRD PARTIES about your account or the transfers you make: (1) If you have given us written permission to do so. (2) In order to comply with a Government agency or court order, (3) Where it is necessary for completing the transfer, (4) As necessary to verify the existence and condition of your account to a credit bureau or merchant, (5) As permitted by the Federal Right to Financial Privacy act of 1978 and the Oklahoma Financial Privacy Act and the Federal Fair Credit Reporting Act and other applicable laws and regulations.

**OTHER RULES APPLYING TO ELECTRONIC FUND TRANSFERS:** All deposits, payments, and transfers made through the use of your access device or by a pre authorized transfer are subject to proof and verification by the Bank. Deposits made after our cutoff time will be credited the following business day.

**Visa Currency Conversion:** When you use your Visa Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

The Agreement shall be governed by the laws of the State of Oklahoma and any applicable federal laws and regulations prior to the effective date of any such change. Any amendment, modification or rescission made in this manner shall be binding upon you as though expressly agreed to by you. In the event that a written notice is mailed to you, it shall be mailed to your last known address as shown on our records. Notwithstanding the provisions of this paragraph, we may terminate this Agreement at any time we terminate your account(s).

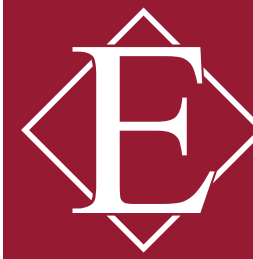
MEMBER FDIC

Revised 11/09

RETURN ADDRESS

BANK OF EUFAULA  
PO BOX 607  
EUFAULA OK 74432-0607

POSTAGE



# Bank of Eufaula

S E R V I N G   Y O U   S I N C E   1 9 1 0

## Apply for your ATM/DEBIT card today!



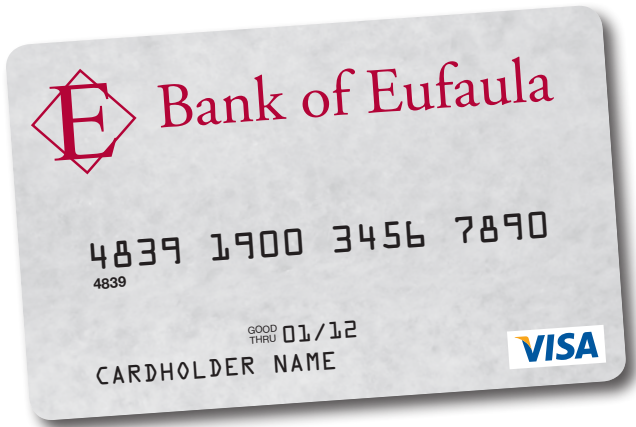
102 N. MAIN • EUFAULA, OK 74432 • (918) 689.7732



MEMBER FDIC

# APPLICATION

(A Bank of Eufaula checking account is required.)



# take us along!

Get ATM access and more with Star check card.

Use your Star check card 24-hours a day to access your Bank of Eufaula accounts at ATM locations everywhere. Or use it instead of cash, credit or writing a check wherever Visa debit cards are accepted and the amount of the purchase will be deducted from your primary checking account.

Get cash everywhere you go with a Star ATM card.

A Star ATM card gives you instant access to your Bank of Eufaula accounts at more than 800,000 locations worldwide. Get cash, make deposits, transfer between accounts, even check your balance at any location displaying the Star or Cirrus symbol.

By my signature, I am requesting the card indicated. I understand that my card will allow access to any of my accounts listed below. You are authorized to check my credit. I have been instructed by Bank of Eufaula to memorize my PIN, never to write it on my card, and never to tell anyone my PIN except people who are authorized to sign on the account, and even then disclosure is at my discretion. I have also received and read the liability disclosures concerning the use of my card. If I do not qualify for a check card, please consider this an application for the ATM card. I certify that all cardholders are 18 years of age or older.

- Please send me the Star check card.
- Please send me a Star ATM card.

Account name(s)	
Address	
City, State, ZIP	
Phone	Number of cards needed
Checking Account #	
Savings Account #	
Account holder Signature	Date
Account holder Signature	Date

*All applications subject to approval*

## ELECTRONIC FUND TRANSFER AGREEMENT & DISCLOSURE

The following is an agreement between you and Bank of Eufaula (the "Bank") covering Star Card(s) and Check Card(s), ("Card(s)"). Please read this disclosure carefully because it tells you your rights and obligations for those transactions. You should keep this notice for future reference.

**(1) LIABILITY FOR UNAUTHORIZED USE** If you believe your Card has been lost or stolen, telephoning, followed by a letter, is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if any). If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone has used your Card without your permission

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you told us in time. If a valid reason such as an extended trip or illness prevented you from telling us, we may extend the time. If you believe your Card has been stolen or that someone has or may transfer money from your account without your permission, call or write to us at the telephone number or address set forth below.

**Additional Limit On Liability for Visa Check Card:** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Check Card(s). This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by Visa.

**NOTIFICATION PROCEDURES:** If your Card(s) and/or code has been lost, stolen, or an unauthorized transfer has taken place, call Bank of Eufaula at (918) 689-7732 and/or write Bank of Eufaula, P.O. Box 607, Eufaula, Oklahoma, 74432.

**BUSINESS DAYS AND HOURS TO REPORT PROBLEMS:** Bank of Eufaula business days are Monday thru Thursday from 8:00 a.m. to 4:00 p.m. and Friday from 8:00 a.m. to 5:00 p.m., excluding holidays.

**(2) TYPES OF TRANSFERS** For those accounts associated with your Card(s), you may use your Card(s) at Terminals to:

- a. Withdraw cash from checking accounts
  - b. Make deposits (in Oklahoma) to checking accounts
  - c. Withdraw cash from savings accounts
  - d. Make deposits (in Oklahoma) to savings accounts
  - e. Transfer funds between checking and savings accounts upon request
  - f. Inquire as to the amount of your available balance
  - g. Pay for purchases from merchants who have agreed to accept the Card(s) for that purpose
- Some of these services may not be available at all Terminals.

**(3) LIMITATIONS ON TRANSACTIONS** You may withdraw a maximum of \$300 or your account balance (whichever is less) from an Automated Teller Machine (ATM) per day, per card.

You may use your Check Card(s) to pay for goods and services at retail locations (point-of-sale) displaying the Visa debit symbol. We will charge against your account all purchases and withdrawals made with your Card(s). The use of your Card(s) to purchase goods and services will constitute a simultaneous withdrawal from and/or demand from, your primary checking account. You cannot place a stop payment on any transaction made with your Check Card.

In addition to the limits on cash withdrawals at Terminals, you may use your Check Card to purchase up to \$ 1,000 in goods and services each day, as long as your available balance is sufficient to cover the aggregate of all purchases.

**ILLEGAL USE:** You agree that you will not use and will not permit anyone else to use the card unlawfully, for any illegal purpose, activity or transaction.

**(4) DISCLOSURE OF CHARGES FEES** assessed to your account will include:  
 CARD FEE.....None  
 MONTHLY MAINTENANCE FEE.....None  
 ATM TRANSACTION FEE.....\$50 each  
 (on non-Bank of Eufaula ATMS)

Bank of Eufaula reserves the right to make future changes in checking account and/or Card(s) service charges.

**Notice Regarding ATM Fees By Others:** If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an